

2.

3. [REDACTED]

4. [REDACTED]

5. Section 1 of the Contract generally provides that only “obligations incurred hereunder as of the expiration of the Term shall continue in full force and effect following such termination.” Tabak Decl., Ex. A (Contract) § 1. Termination is effective on the last day of the month in which notice of termination is provided. *Id.*

6. MidOcean agreed to pay Harvey a monthly \$5,000 retainer to compensate Harvey for its services. *Id.*

7. This retainer was to be applied against any cash success fees that Harvey might earn. *Id.* § 4.

8. In addition, Harvey could also earn three forms of compensation upon the closing of a transaction between MidOcean and a company introduced to it by Harvey (a “Target Company”): a cash fee, an equity fee, and equity options. *Id.* §§ 4, 5.1, 5.3.

9. Under Section 4 of the Contract, Harvey could earn a cash “Transaction Fee” upon the closing of a transaction with a Target Company. *Id.* § 4.

10. The cash Transaction Fee has a two-year “extension clause” or “tail” provision:

As compensation for Harvey's successful performance of the services described in Section 2 above, upon the closing of a transaction with a Target Company, ***provided the closing is within two years of the date the Target Company was Last Introduced*** (as defined below), Harvey shall receive a "Transaction Fee" . . .

*Id.* § 4 (emphasis modified).

11. The Contract defines "Last Introduced" as follows:

"Last Introduced" means, with respect to a Target Company, the date of [(1)] the most recent communication from Harvey to [MidOcean] during the Term ***providing new or updated material information*** (excluding publicly available information such as SEC filings) possessed by Harvey with respect to acquiring such Target Company ***which leads directly to substantial discussions*** between [MidOcean] and such Target Company ***regarding a transaction***, or [(2)] the most recent date of ***substantive discussions*** during the Term initiated by Harvey between [MidOcean] or its affiliates and such Target Company ***regarding a transaction***.

*Id.* § 4 (emphasis added).

12. The equity interests Harvey could earn upon the closing of a transaction with a Target Company are governed by Section 5 of the Contract. *Id.* §§ 5.1, 5.3; Tabak Decl., Ex. D (Compl.) ¶ 16.

13. The equity fee section provides:

***Upon the closing of a transaction with a Target Company***, [MidOcean] shall cause Harvey or its designee . . . to receive a two percent (2.0%) equity interest . . . in the legal entity through which the transaction is to be conducted . . . .

Tabak Decl., Ex. A (Contract) § 5.1 (emphasis added).

14. The Contract also provided Harvey a limited option to purchase equity securities of "up to five percent (5.0%) of the equity investment being made by [MidOcean] and its co-investors." *Id.* § 5.3.

15. MidOcean’s obligation to offer the option under Section 5.3 arose only “upon the closing of a transaction with a Target Company.” *Id.*

**Harvey Communications with KidKraft Prior to Call Between KidKraft and MidOcean**

16. [REDACTED]

[REDACTED]

17. [REDACTED]

[REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

20. [REDACTED]

[REDACTED]

[REDACTED]

21. [REDACTED]

[REDACTED]

[REDACTED]

22. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. [REDACTED]

[REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. [REDACTED]

[REDACTED]

[REDACTED]

26. [REDACTED]

[REDACTED]

27. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. [REDACTED]

[REDACTED]

29. [REDACTED]

[REDACTED]

30. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

32. [REDACTED]

[REDACTED]

33. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

34. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

35. [REDACTED]

[REDACTED]

[REDACTED]

36.

[REDACTED]

[REDACTED]

37.

[REDACTED]

[REDACTED]

[REDACTED]

38.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

39.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40.

[REDACTED]

[REDACTED]

41.

[REDACTED]

[REDACTED]

[REDACTED]

42.

[REDACTED]

[REDACTED]

[REDACTED]

43. [REDACTED]

[REDACTED]

[REDACTED]

44. [REDACTED]

[REDACTED]

45. [REDACTED]

[REDACTED]

46. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. [REDACTED]

[REDACTED]

48. [REDACTED]

[REDACTED]

49. [REDACTED]

[REDACTED]

**April 29, 2014 Call Between KidKraft and MidOcean**

50. A call involving Lampert, Penn, Perrin, and Peiser took place on April 29, 2014.

[REDACTED]

[REDACTED]

51. [REDACTED]

[REDACTED]



52. [REDACTED]

[REDACTED]

53. [REDACTED]

[REDACTED]

54. The April 29, 2014 call lasted about 45 minutes. [REDACTED]

[REDACTED]

55. [REDACTED]

[REDACTED]

56. [REDACTED]

[REDACTED]

57. [REDACTED]

[REDACTED]

58. [REDACTED]

[REDACTED]

59. [REDACTED]

[REDACTED]

[REDACTED]

60. [REDACTED]

[REDACTED]

61. [REDACTED]

62. [REDACTED]

63. [REDACTED]

[REDACTED]

64. [REDACTED]

[REDACTED]

65. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

66. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Communications with KidKraft Following the KidKraft-MidOcean Call**

67. [REDACTED]

[REDACTED]

68. [REDACTED]

[REDACTED]

69. [REDACTED]

[REDACTED]

70. [REDACTED]

[REDACTED]

[REDACTED]

71. [REDACTED]

[REDACTED]

[REDACTED]

72. [REDACTED]

[REDACTED]

[REDACTED]

73. [REDACTED]

[REDACTED]

[REDACTED]

74. [REDACTED]

[REDACTED]

[REDACTED]

75. [REDACTED]

[REDACTED]

[REDACTED]

76. [REDACTED]

[REDACTED]

[REDACTED]

77. [REDACTED]

78.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

79.

[REDACTED]

[REDACTED]

80. On or about July 16, 2014, MidOcean terminated the Contract.

[REDACTED]

[REDACTED]

81.

[REDACTED]

[REDACTED]

[REDACTED]

82.

[REDACTED]

[REDACTED]

[REDACTED]

83.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

84.

[REDACTED]

[REDACTED]

[REDACTED]

**Fall 2014 Breakfast Meeting Between KidKraft and MidOcean Prior to Auction**

85.

[REDACTED]

86.

[REDACTED]

87.

[REDACTED]

88.

[REDACTED]

89.

[REDACTED]

90.

[REDACTED]

91.

[REDACTED]

92. [REDACTED]

[REDACTED]

[REDACTED]

93. [REDACTED]

[REDACTED]

[REDACTED]

94. [REDACTED]

[REDACTED]

95. [REDACTED]

[REDACTED]

[REDACTED]

96. [REDACTED]

[REDACTED]

[REDACTED]

97. [REDACTED]

[REDACTED]

98. [REDACTED]

[REDACTED]

[REDACTED]

99. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Formal KidKraft Auction Process**

100. [REDACTED]

[REDACTED]

101. [REDACTED]

[REDACTED]

[REDACTED]

102. [REDACTED]

[REDACTED] 8.

103. [REDACTED]

[REDACTED]

104. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

105. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

106. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

107. [REDACTED]

[REDACTED]

[REDACTED]

108. [REDACTED]

[REDACTED]

[REDACTED]

109. [REDACTED]

[REDACTED]

[REDACTED]

110. [REDACTED]

[REDACTED]

[REDACTED]

111. [REDACTED]

[REDACTED]

[REDACTED]

112. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



113. [REDACTED]

[REDACTED]

[REDACTED]

114. [REDACTED]

[REDACTED]

115. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

116. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

117. [REDACTED]

[REDACTED]

118. [REDACTED]

[REDACTED]

119. [REDACTED]

[REDACTED]

120. [REDACTED]

[REDACTED]

121. [REDACTED]

[REDACTED]

[REDACTED]

122. [REDACTED]

[REDACTED]

[REDACTED]

123. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

124. [REDACTED]

[REDACTED]

[REDACTED]

125. [REDACTED]

[REDACTED]

[REDACTED]

126. [REDACTED]

[REDACTED]

[REDACTED]

127. [REDACTED]

[REDACTED]

128. [REDACTED]

129. [REDACTED]

[REDACTED]

130. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

131. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

132. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

133. [REDACTED]

[REDACTED]

[REDACTED]

134. [REDACTED]

[REDACTED]

[REDACTED]

135. [REDACTED]

[REDACTED]

136. [REDACTED]

137. [REDACTED]

138. [REDACTED]

Dated: December 15, 2017  
New York, New York

Respectfully submitted,

**COHEN & GRESSER LLP**

By: /s/ Daniel H. Tabak

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